

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DTFASO-10-R-00104	NEGOTIATED	06/07/2010	1 OF 27

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY DOT/FEDERAL AVIATION ADMINISTRATION EASTERN LOGISTICS SERVICE AREA, ASO-52ATL 1701 COLUMBIA AVENUE COLLEGE PARK, GEORGIA 30337	8. ADDRESS OFFER TO SAME AS BOX 7
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9. FOR INFORMATION CALL: ➔	A. NAME Kiersten D. Sellers	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (404) 305-5790
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10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, Identifying no., date)*:

REPLACE AND INSTALL TWO 30 HP ALLEN-BRADLEY VARIABLE FREQUENCY SPEED DRIVES, MEMPHIS SSC, MEMPHIS, TENNESSEE

11. The Contractor shall begin performance within <u>1</u> calendar days and complete it within <u>3</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable.	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 285

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by
06/21/2010 *(hour)* local time 4:00 PM *(date)*: Sealed envelopes containing offers shall be marked to show
the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full
text or by reference.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Offerors providing less than the calendar days indicated here for Government acceptance after the date offers are due will not be considered and offer will be rejected.)

AMOUNTS →

Materials \$ _____

Labor \$ _____

Total \$ _____

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each.)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)	20B. SIGNATURE	20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →	25. RESERVED.
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consist of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

PART I - SECTION C
SCOPE OF WORK

Repair Air Handler 202 and Air Handler 203 by replacing two nonworking Square D Variable Frequency Speed Drives and installing two 30 hp Allen-Bradley Variable Frequency Speed Drives. Allen Bradley is specified to match two drives that have already been replaced.

These air handlers serve critical operational areas and only one air handler at a time can be shut down. Any activities that may produce fumes or odors of any type must be coordinated with FAA personnel beforehand.

Provide O&M documentation, warranty documentation, and drawings to include interface with existing control system. Provide technicians training on O&M.

PART I – SECTION D
PACKAGING AND MARKING

THIS SECTION IS NOT USED

(g) If the Contractor does not promptly replace or correct rejected work, the Government may:

(1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or

(2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(j) In the absence of any formal disputes, a project will be deemed physically and financially complete within one year after final acceptance and excess funds will be deobligated at that time.

(End of clause)

PART I - SECTION F DELIVERIES OR PERFORMANCE

3.1-1 **Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-42	Differing Site Conditions (July 2004)
3.2.2.3-43	Site Investigation and Conditions Affecting the Work (July 2004)
3.2.2.3-45	Material and Workmanship (July 2004)
3.2.2.3-46	Supervising the Contract Work (July 2004)
3.2.2.3-47	Permits and Responsibilities (July 2004)
3.2.2.3-48	Other Contracts (February 2009)
3.2.2.3-49	Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements (July 2004)
3.2.2.3-51	Operations and Storage Areas (July 2004)
3.2.2.3-53	Cleaning Up and Roadway Maintenance (July 2004)
3.2.2.3-55	Availability and Use of Utility Services (July 2004)
3.2.2.3-56	Schedules for Construction Contracts (July 2004)
3.2.2.3-60	Specifications, Drawings, and Material Offers (February 2009)
3.2.2.3-64	Dismantling and Demolishing Property (July 2004)
3.2.2.3-66	Contractor's Daily Log (July 2004)
3.2.2.3-67	Special Precautions for Work at Operating Airports (July 2004)
3.2.2.3-68	Safety and Health (July 2004)
3.2.2.3-69	Subcontracts - Construction (July 2004)
3.10.1-11	Government Delay of Work (April 1996)
3.10.1-24	Notice of Delay (February 2009)

3.2.2.3-41 **Performing Work** (July 2004)

The Contractor (you) must perform, using your own organization, work equivalent to at least 25% percent of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of clause)

3.2.2.3-50 **Property Protection** (February 2009)

(a) The Contractor (you) must construct and maintain any temporary fences, gates and other facilities needed to preserve crops, control livestock, and protect property. Before cutting a fence, you must take necessary precautions to prevent livestock from straying. You must also prevent loss of tension in or damage to adjacent portions of the fence. You must immediately replace all fencing and gates you cut, remove, damage, or destroy with new materials to the original standard. You may reuse undamaged gates.

(b) You must comply with the property owner's requests to leave gates open or closed.

(c) You must use all necessary precautions to avoid destroying surveying markers such as section corners, witness trees, property corners, mining claim markers, bench markers, triangulation stations, and the like. If you must destroy any marker, you must first notify the agency responsible for the marker, as well as the Contracting Officer's (CO) technical representative, and replace the markers.

(d) You must use care to prevent unnecessary damage to property in or near the work area caused by your work. Unnecessary damage is that which you can avoid through efficient and careful performance of the work, taking into account the land rights you have. If you damage any property, you must at once notify the owner or custodian and make or arrange to make prompt and full restitution.

(e) Maps and specifications FAA (we, us) provides may not give the location of all water supply, drainage, irrigation, and other underground facilities. Before entering a tract of land for contract purposes, you must find out from the property owner (or other reasonably available source) the location of any irrigation system, domestic water system, source of water, and drainage system existing on the property, whether serving that property or other property. You must avoid damaging or obstructing these facilities or polluting water supplies.

(f) You must hold us harmless from any and all suits, actions, and claims for damages, including environmental impairment, to property arising from any of your acts or omissions, your subcontractors, or any of your employees or subcontractor employees, in any way related to the work or operations under this contract.

(g) You must indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from your wrongful or negligent acts or omissions.

(End of clause)

3.2.2.3-71 Starting, Performing and Completing Work (July 2004)

The Contractor (you) must

- (a) begin work under this contract within **3** calendar days after the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than **10 calendar days**. The time allowed for completion must include final cleanup of the premises.

(End of clause)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.10.1-23 Contracting Officer's Representative-Construction Contracts (July 2008)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Technical Representatives (COTRs). The Contracting Officer will provide written notice of COTR appointment(s), setting forth the authorities and limitations, to the Contractor within 2 calendar days prior to the notice to proceed. COTR duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;

(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;

(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and

(4) final acceptance under the contract.

(End of clause)

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

THIS SECTION IS NOT USED

PART II - SECTION I CONTRACT CLAUSES

3.1-1 **Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.1.7-4	Organizational Conflict of Interest (February 2009)
3.2.2.3-50	Property Protection (February 2009)
3.2.2.3-51	Operations and Storage Areas (July 2004)
3.2.2.3-53	Cleaning Up and Roadway Maintenance (July 2004)
3.2.2.3-54	Preventing Accidents (July 2004)
3.2.2.3-60	Specifications, Drawings, and Material Offers (February 2009)
3.2.2.3-68	Safety and Health (July 2004)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-2	Payments under Fixed-Price Construction Contracts (April 1996)
3.3.1-19	Prompt Payment for Construction Contracts (September 2009)
3.3.1-34	Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.1-5	Payment Bond Requirements (April 1996)
3.4.1-10	Insurance - Work on a Government Installation (July 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-18	Davis Bacon Act (May 2009)
3.6.2-35	Prevention of Sexual Harassment (August 1998)
3.6.2-39	Trafficking in Persons (January 2008)
3.6.3-13	Recycle Content and Environmentally Preferable Products (April 2009)
3.6.3-14	Use Of Environmentally Preferable Products (April 2009)
3.6.3-16	Drug Free Workplace (February 2009)
3.6.4-3	Buy American Act - Construction Materials (July 1996)
3.6.4-10	Restrictions on Certain Foreign Purchases (January 2010)
3.9.1-1	Contract Disputes (September 2009)
3.9.1-2	Protest After Award (August 1997)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-8	Suspension of Work (August 1998)
3.10.1-15	Changes-Construction, Dismantling, Demolition, or Removal of Improvements (July 1996)

3.10.1-16	Changes and Changed Conditions (April 1996)
3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)
3.10.6-6	Default (Fixed Price Construction) (October 1996)
3.13-5	Seat Belt Use by Contractor Employees (January 1999)
3.13-13	Reducing Text Messaging While Driving (April 2010)

3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

3.6.2-24**Affirmative Action Compliance Requirements for Construction**
(November 1997)

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation:	<u>32.3%</u>
Goals for female participation:	<u>6.9%</u>

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

- (1) Name, address, and telephone number of the subcontractor,
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other on-site supervision, personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the

contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

3.6.3-12 Asbestos - Free Construction (April 2009)

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement **included with their final pay request** indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

SO-I-1 ESCORT REQUIREMENT (per FAA Order 1600.72, 04/04/01)

Performance under this contract requires the Contractor employees and subcontractors, at all times while on the work site or other FAA premises, to be escorted by the Contracting Officer's Representative ("COR"), or another person designated by the Contracting Officer. The escort must keep the escort-required Contractor employee or other person in plain view at all times and must be constantly aware of the contractor employee's or other person's actions. The Contractor agrees that no Contractor employee and subcontractor shall be permitted to be present on the work site or other FAA premises unless properly escorted as provided herein. Because of the escort requirement, no background checks are required. However, the FAA reserves the right to conduct further investigations, if necessary.

Before the Contracting Officer will issue a Notice to Proceed, the Contractor shall submit a transmittal letter referencing the contract number to the Contracting Officer, who shall forward to the Servicing Security Element ("SSE"), a written listing of the name, date of birth, place of birth, and social security number of each Contractor and subcontractor employee who may be present on the work site or FAA facility.

(End of Clause)

PART III - SECTION J
LIST OF ATTACHMENTS

3.2.2.3-44 Physical Data (July 2004)

Data and information the FAA (we, us) provides or refers to below is for the Contractor's (your) information. We are not responsible for your interpretation of or conclusions based on the data or information. Further, we do not warrant construction methodology which may be included in these documents.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site surveys, investigations and visual observations by the designers.

(b) The contractor shall be familiar with normal seasonal weather conditions under which work will be performed. Complete weather records are available from the National Weather Service.

SO-J-1 WAGE RATE DETERMINATION (Attachment 1)

Shelby County, Tennessee, General Decision Number TN100118, dated 04/16/2010, 4 pages

SO-J-2 CERTIFICATION OF INVOICE (Attachment 2)

SO-J-3 BUSINESS DECLARATION FORM (Attachment 3)

SO-J-4 PAST PERFORMANCE SURVEYS (Attachment 4)

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 **Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 60 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____

(country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

- ☐ Partnership
☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7

Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent

tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such

additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-1	False Statements in Offers (July 2004)
3.2.2.3-11	Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-12	Amendments to Screening Information Requests (July 2004)
3.2.2.3-13	Submission of Information/Documentation/Offer (July 2004)
3.2.2.3-14	Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
3.2.2.3-16	Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17	Preparing Offers (July 2004)
3.2.2.3-18	Prospective Offeror's Requests for Explanations (February 2009)
3.2.2.3-19	Contract Award (July 2004)
3.13-4	Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means EMAIL. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to Kiersten.Sellers@faa.gov

(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a firm-fixed price contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,

Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

SO-L-1 NORTH AMERICAN INDUSTRIAL CLASSIFICATION STANDARDS (NAICS)

The NAICS code for this acquisition is 238220, Plumbing, Heating, and Air-Conditioning Contractors and the small business size standard is \$14.0 million average annual receipts over the past 3 fiscal years.

(End of provision)

SO-L-2 REQUIRED DOCUMENTS

The contractor SHALL return the following completed documents as part of its offer:

- a) **SF1442, Solicitation, Offer, and Award**
- b) **SF 36, Continuation Sheet, Schedule of Bid Items**
- c) **Section K, Representations, Certifications, & Other Statements of Offerors**
- d) **Business Declaration** (Attachment 3)
- e) **Past Experience**

List all customers and facilities for which you had contracts to provide similar services for the last five years. Provide a summary for each such contract describing the size of the facility and the number shifts and employees you used to service the contract. Specifically identify projects of similar scope and complexity as that described in the Statement of Work in this solicitation. Provide current phone numbers of points of contact for each customer with whom you had similar projects for the last five years.

f) Past Performance Surveys

Arrange for at least **three** past customers to complete and submit directly to the Government customer surveys to be considered by the Government in evaluating your firm's past performance and customer

satisfaction. To be considered in offer evaluations, completed customer surveys must be received by the Government no later than the closing date for submission of offers. See Attachment 2.

g) Work in Progress

A list of all current work in progress, including project names, contract award amounts, and customer point of contact names and phone numbers.

h) Available Resources

A written summary of resources (including financial, personnel with resumes, and equipment) your firm has available, and plans to commit, to service this contract, if awarded.

i) Financial information

Submit copies of financial statements, Dun & Bradstreet reports, or other data you choose, sufficient to enable the Government to evaluate your firm's financial condition and responsibility.

SO-L-3 HANDCARRIED OFFERS

If a contractor plans to hand carry an offer to the designated receiving office, the Contracting Officer should be notified sufficiently in advance of the visit to allow time for the CO to notify security guards at the entrance to the facility. The contractor will need to furnish the names of the employees who will be visiting, and the expected date and time of arrival. Otherwise, entry may be delayed or prohibited.

(End of provision)

SO-L-4 ESTIMATED PRICE RANGE

The estimated price range for this project is between \$10,000 - \$20,000.

(End of provision)

PART IV - SECTION M
EVALUATION FACTORS FOR AWARD

(1) The Government will award a single contract resulting from this Screening Information Request (SIR) to the responsible offeror whose offer submitted in response to, and conforming with, this SIR is determined to represent the **BEST VALUE TO THE GOVERNMENT, LOWEST PRICE, TECHNICALLY ACCEPTABLE** considering price and if the contractor is found responsible.

(2) The Government may:

- (a) reject any or all offers if such action is in the public interest;
- (b) accept other than the lowest offer;
- (c) waive informalities and minor irregularities in offers received;
- (d) make award without written or oral discussion with offerors.
- (e) have discussions with any one offeror, all offerors, or without any discussion.

(3) Offers will be evaluated to determine that the contractor is responsive and minimal technical acceptability (i.e., whether satisfactory technical performance of the contract is likely by considering the offer, the published statement of work, specifications, drawings, and contract terms and conditions). Offers deemed technically acceptable will be further evaluated for pricing. Contract award will be based on the lowest firm fixed price, technically acceptable offer.

(End of provision)

General Decision Number: TN100118 04/16/2010 TN118

Superseded General Decision Number: TN20080118

State: Tennessee

Construction Type: Building

County: Shelby County in Tennessee.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	04/16/2010

BOIL0453-003 01/01/2009

	Rates	Fringes
BOILERMAKER.....	\$ 27.63	13.72

BRTN0005-001 02/01/2010

	Rates	Fringes
BRICKLAYER.....	\$ 20.78	1.00

CARP1544-007 05/01/2004

	Rates	Fringes
MILLWRIGHT.....	\$ 20.42	7.60

ELEC0474-014 08/21/2006

	Rates	Fringes
ELECTRICIAN, Including Electrical Installer (Alarms)....	\$ 23.05	3%+8.57

ENGI0369-009 05/01/2009

	Rates	Fringes
OPERATOR: Crane.....	\$ 22.97	9.60
OPERATOR: Forklift.....	\$ 22.97	9.60
OPERATOR: Grader/Blade.....	\$ 18.21	9.60

IRON0167-011 05/01/2009

	Rates	Fringes
IRONWORKER, Reinforcing and Structural.....	\$ 21.50	11.01

PLUM0017-002 11/01/2009

Rates	Fringes
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PIPEFITTER.....\$ 25.85 9.81

SHEE0004-005 07/01/2009

Rates Fringes

SHEETMETAL WORKER, Including
HVAC Duct and Metal Roof

Installation.....\$ 26.02 11.88

SUTN2009-101 09/21/2009

Rates Fringes

CARPENTER, Including

Acoustical Ceiling

Installation and Drywall

Hanging (Excluding Form Work,

Metal Stud Installation and

Scaffold Builder).....\$ 16.97 3.74

CEMENT MASON/CONCRETE FINISHER...\$ 17.00 1.57

DRYWALL FINISHER/TAPER.....\$ 16.75 2.60

FENCE ERECTOR.....\$ 20.00 0.00

GLAZIER.....\$ 17.40 0.00

LABORER: Common or General.....\$ 12.28 0.00

LABORER: Landscape.....\$ 10.67 0.89

LABORER: Mason Tender - Brick...\$ 12.82 0.00

LABORER: Roof Tearoff.....\$ 9.75 0.49

OPERATOR:

Backhoe/Excavator/Trackhoe.....\$ 18.00 1.57

OPERATOR: Bobcat/Skid Loader....\$ 20.30 7.60

OPERATOR: Bulldozer.....\$ 15.95 5.26

OPERATOR: Mechanic.....\$ 18.66 3.39

OPERATOR: Paver.....\$ 13.50 0.00

OPERATOR: Roller.....\$ 13.98 0.00

PAINTER: Brush and Roller,

Excludes Drywall

Finishing/Taping.....\$ 16.48 2.21

ROOFER: Built up Roof.....\$ 12.74 0.00

ROOFER: Rubber Roof.....\$ 16.82 4.77

ROOFER: Single Ply Roof.....\$ 16.50 0.32

SPRINKLER FITTER (Fire

Sprinklers).....\$ 21.39 0.00

TILE FINISHER.....	\$ 10.00	0.74
TRUCK DRIVER: Dump Truck.....	\$ 12.56	0.00
TRUCK DRIVER: Material Truck....	\$ 12.16	1.66
TRUCK DRIVER: Pickup Truck.....	\$ 11.70	3.92

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

--

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of

Construction
Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

CERTIFICATION OF INVOICE

I hereby certify, to the best of my knowledge and belief, that --

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Contractor

Name

Contract Number

Title

Invoice Number

Date

BUSINESS DECLARATION

Tax Identification No.:

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone Number of Firm: _____
4. a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
5. Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) _____ ☐ f. Other (Specify) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) _____
7. Nature of Business (Specify major services/products (NAIC)) _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees _____
9. Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) _____
10. Gross receipts of the firm for the last three years:
- | | |
|-------------------------|---------------------------|
| a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ |
| a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No

***I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.
I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS
OF 18 USCS 1001.***

12. a. Signature _____ b. Date: _____
- c. Typed Name _____ d. Title: _____

PAST PERFORMANCE SURVEY

Solicitation No. DTFASO-10-R-00120

**Replace and install two 30 hp Allen-Bradley Variable Frequency Speed Drives, Memphis
SSC, Memphis, Tennessee**

Page 1 of 5

To: _____ (Reference Name)
_____ (Company)
_____ (Telephone No.)
_____ (Fax No.)

The Federal Aviation Administration (FAA) is currently evaluating our company/firm, _____, for past performance and customer satisfaction. Since you are one of our past customers it would be greatly appreciated if you would take 5 or 10 minutes to complete the following information and **return to the (FAA) via facsimile to (404) 305-5774, Attn: Kiersten D. Sellers no later than June 21, 2010 at 4:00 pm.**

If you have any questions or comments, feel free to contact me. Thank you in advance for your assistance.

Sincerely,

Please identify the project(s) that this company has performed for your organization, description, city, state, and approximate dollar value:

PAST PERFORMANCE SURVEY

Solicitation No. DTFASO-10-R-00120

**Replace and install two 30 hp Allen-Bradley Variable Frequency Speed Drives, Memphis
SSC, Memphis, Tennessee**

Page 2 of 5

Respond to the following on a scale of 1 to 5, with 3 being average or acceptable, and 5 being best.

1. Did the contractor commit adequate resources in timely fashion to the contract to meet the requirements and to successfully solve problems? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
2. To what extent did the contractor respond positively and promptly to technical direction, contract change orders, etc.? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
3. How reliably did the contractor follow through on commitments? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
4. To what extent did the contractor's management system provide visibility into problems and risks? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
5. How responsive do you think the contractor was to information requests, issues, or problems during the course of the contract? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
6. How effective has the contractor been in identifying user requirements? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
7. To what extent did the contractor have the ability to administer and manage the contract? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
8. To what extent did the contractor issue professional correspondence? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
9. How well did the contractor adhere to the Statement of Work? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
10. What was your level of satisfaction with the contractor's management and support staff? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
11. What was your level of satisfaction with the contractor's Supervisor(s)? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
12. To what extent did the contractor submit required reports and documentation in a timely manner 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

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13. To what extent were the contractor's reports and documentation accurate and complete?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
14. To what extent was the contractor's maintenance and problem tracking/reporting documentation timely, accurate and of appropriate content?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
15. To what extent did the contractor comply with safety requirements?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
16. What was your level of satisfaction with the contractor's overall quality of service?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
17. To what extent was the contractor effective in interfacing with the Government staff?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
18. What was your level of overall customer satisfaction?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
19. To what extent were the contractor's employees experienced and qualified?
1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Respond: Yes or No.

20. Were there any cure notices issued? Yes: ____ No: ____
21. Was contractor pro-active? Yes: ____ No: ____
22. Did contractor suggest cost-saving changes? Yes: ____ No: ____
23. Would you recommend this contractor? Yes: ____ No: ____

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For Federal contracts:

24. Were there any Labor Department Investigations? Yes: ____ No: ____

24a. If yes, please describe reason and final outcome.

25. Were there any safety investigations? Yes: ____ No: ____

25a. If yes, please describe reason and final outcome.

26. Were there any security investigations? Yes: ____ No: ____

26a. If yes, please describe reason and final outcome.

27. Was there a partial or complete termination for default or convenience?

Yes: ____ No: ____

27a. If yes, please describe reason and final outcome.

28. Are there any pending terminations? Yes: ____ No: ____

29. What is/was the duration of the contract? _____

30. Were there any performance issues regarding the contractor's work? If yes, please describe.

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Please provide other comments:

Signature: _____

Company: _____

Date: _____